

**ASSIGNMENT**

**WHEREAS I**, am an inventor or co-inventor (with the persons listed below) of an invention that is the subject of a patent application ("Application") which is entitled COMPOUNDS AND METHODS FOR TREATING DYSLIPIDEMIA, containing 129 pages and 0 drawings, and which:

is being filed:

was filed:

in the United States Patent and Trademark Office

in the United Kingdom Patent Office

in the European Patent Office

in the Spanish Patent Office as a European Application

as an international application under the Patent Cooperation Treaty ("PCT"), with:

United States Patent and Trademark Office acting as Receiving Office, or

International Bureau acting as Receiving Office;

on 17 March 2005 and accorded serial number PCT/US 05/09301

and

**WHEREAS ELI LILLY AND COMPANY.**, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

**NOW, THEREFORE**, in consideration of my employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates; and any related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no

assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

**IN WITNESS WHEREOF** I have executed this assignment on the date indicated below.

3.23.05  
Date

Michael Gregory Bell  
Michael Gregory Bell  
9170 Powderhorn Lane  
Indianapolis, Indiana 46256  
Citizenship: USA

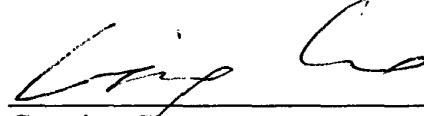
UNITED STATES OF AMERICA

STATE OF INDIANA      )  
                            )  
COUNTY OF MARION      ) SS:

Before me, a Notary Public for Marion County, State of Indiana,  
personally appeared Michael Gregory Bell and acknowledged the execution of the foregoing  
instrument this 23rd day of March, 2005.

Marsha J. Winterrowd  
Notary Public  
Commission Expires:

Marsha J. Winterrowd  
My Commission Expires  
January 21, 2008  
Residence: Marion County

03/21/05  
Date


Guoqing Cao  
12559 Pebble Knoll Way  
Carmel, Indiana 46033  
Citizenship: USA

## UNITED STATES OF AMERICA

STATE OF INDIANA      )  
                            )  
COUNTY OF MARION      ) SS:  
                            )

Before me, a Notary Public for Marion County, State of Indiana,  
personally appeared Guoqing Cao and acknowledged the execution of the foregoing  
instrument this 21 day of March, 2005.



Pete Sread  
Notary Public  
Commission Expires:

~~Pete Sread~~  
~~Resident of Marion County~~  
~~My Commission Expires:~~  
~~October 20, 2008~~

March 24, 2005  
Date

Peter Ambrose Lander  
Peter Ambrose Lander  
5407 North Capitol Avenue  
Indianapolis, Indiana 46208  
Citizenship: USA

## UNITED STATES OF AMERICA

STATE OF INDIANA      )  
                            )  
COUNTY OF MARION      ) SS:  
                            )

Before me, a Notary Public for Marion County, State of Indiana,  
personally appeared Peter Ambrose Lander and acknowledged the execution of the foregoing  
instrument this 24th day of March, 2005.

Marsha J. Winterrowd  
Notary Public  
Commission Expires:

~~Marsha J. Winterrowd~~  
~~My Commission Expires~~  
~~January 21, 2008~~  
~~Residence: Marion County~~

3-29-05  
Date

Nathan Bryan Mantlo  
 Nathan Bryan Mantlo  
 7325 East County Road 800 North  
 Brownsburg, Indiana 46112  
 Citizenship: USA

## UNITED STATES OF AMERICA

STATE OF INDIANA      )  
                           )  
 COUNTY OF MARION    )

Before me, a Notary Public for Marion County, State of Indiana,  
 personally appeared Nathan Bryan Mantlo and acknowledged the execution of the foregoing  
 instrument this 29<sup>th</sup> day of March, 2005.

Marsha J. Winterrowd  
 My Commission Expires  
January 21, 2008  
 Residence: Marion County

Marsha J. Winterrowd  
 Notary Public  
 Commission Expires:  
October 20, 2008  
 Resident of Marion  
 My Commission Expires:  
October 20, 2008

3/21/05  
Date

Daniel Ray Mayhugh    03/21/05  
 Daniel Ray Mayhugh  
 9681 Troon Court  
 Carmel, Indiana 46032  
 Citizenship: USA

## UNITED STATES OF AMERICA

STATE OF INDIANA      )  
                           )  
 COUNTY OF MARION    )

Before me, a Notary Public for Marion County, State of Indiana,  
 personally appeared Daniel Ray Mayhugh and acknowledged the execution of the foregoing  
 instrument this 21 day of March, 2005.



Rex Snead  
 Notary Public  
 Commission Expires:

Rex Snead  
 Resident of Marion County  
 My Commission Expires:  
October 20, 2009

03/22/2005  
Date



Xiaodong Wang  
14066 Honey Tree Drive  
Carmel, Indiana 46032  
Citizenship: China, P.R.

## UNITED STATES OF AMERICA

STATE OF INDIANA              )  
                                    )  
COUNTY OF MARION              ) SS:

Before me, a Notary Public for Marion County, State of Indiana,  
personally appeared Xiaodong Wang and acknowledged the execution of the foregoing  
instrument this 22nd day of March, 2005.

Marsha J. Winterrowd  
Notary Public  
Commission Expires:

*Marsha J. Winterrowd*  
**My Commission Expires**  
**January 21, 2008**  
**Residence: Marion County**

## Spanish Inventors:

Ana Maria Escribano  
Lilly, S.A.  
Avenida de la Industria 30,  
28108 Alcobendas  
Madrid, Spain

Maria Carmen Fernandez  
Lilly, S.A.  
Avenida de la Industria 30,  
28108 Alcobendas  
Madrid, Spain

Eva Maria Martin De La Nava  
Lilly, S.A.  
Avenida de la Industria 30,  
28108 Alcobendas  
Madrid, Spain

Ana Isabel Mateo Herranz  
Lilly, S.A.  
Avenida de la Industria 30,  
28108 Alcobendas  
Madrid, Spain

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term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

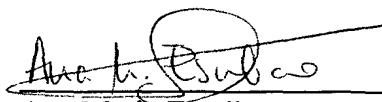
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**IN WITNESS WHEREOF** I have executed this assignment on the date indicated below.

28. March. 2005

Date



Ana Maria Escribano

Lilly, S.A.

Avenida de la Industria 30,

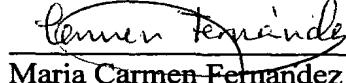
28108 Alcobendas

Madrid, Spain

Citizenship: Spain

28. March. 2005

Date



Maria Carmen Fernandez

Lilly, S.A.

Avenida de la Industria 30,

28108 Alcobendas

Madrid, Spain

Citizenship: Spain

28-March-2005  
Date

Eva Maria Martin De La Nava  
Eva Maria Martin De La Nava  
Lilly, S.A.  
Avenida de la Industria 30,  
28108 Alcobendas  
Madrid, Spain  
Citizenship: Spain

28-March-2005  
Date

Ana I. Lintos  
Ana Isabel Mateo Herranz  
Lilly, S.A.  
Avenida de la Industria 30,  
28108 Alcobendas  
Madrid, Spain  
Citizenship: Spain

U.S. Inventors:

Michael Gregory Bell  
9170 Powderhorn Lane  
Indianapolis, Indiana 46256  
Citizenship: USA

Quoqing Cao  
12559 Pebble Knoll Way  
Carmel, Indiana 46033  
Citizenship: USA

Peter Ambrose Lander  
5407 North Capitol Avenue  
Indianapolis, Indiana 46208  
Citizenship: USA

Nathan Bryan Mantlo  
7325 East County Road 800 North  
Brownsburg, Indiana 46112  
Citizenship: USA

Daniel Ray Mayhugh  
9681 Troon Court  
Carmel, Indiana 46032  
Citizenship: USA

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14066 Honey Tree Drive  
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Citizenship: China, P.R.